

## § 1. General

All sales and services are based on these General Business Terms and Conditions. In case of different or additional agreements - in particular conflicting business terms and conditions - the express written consent of teXXmo Mobile Solution GmbH & Co. KG (teXXmo) is necessary. Any statements of representatives or employees of teXXmo are only binding on teXXmo's written agreement. These terms and conditions as well as any other ancillary agreement shall be exclusively subject to the laws of the Federal Republic of Germany whereby the UN-Convention on Contracts for the International Sale of Goods is excluded. Venue for all contractual claims and claims in connection with the concluded agreement shall be Böblingen if the customer is a merchant; this shall also apply to actions where the plaintiff relies entirely on documentary evidence. In addition, teXXmo shall be entitled to bring actions to the court which is competent for the permanent or temporary residence of the customer

## § 2. Data Protection

Customer data, including personal data will be collected by teXXmo for order processing. Customer agrees to a possible collection, processing and use of personal data.

## § 3. Prices and Payment

Prices are market prices. teXXmo reserves the right to adjust prices at her own discretion. All sales and services are processed under the prices and terms expressed in the order confirmation. Such prices are binding. Unless otherwise agreed the prices are free teXXmo entropot. Value added tax at its respective legal rate shall be added. Payments are due within 30 days net without deduction unless otherwise agreed in writing. teXXmo shall have the right without further proof to charge interest in the amount of 8% above the respective base discount rate of the European Federal Bank for commercial transactions as of maturity, in other cases as of default of payment.

## § 4. Dates and deadlines

Delivery dates indicated with the order confirmation are approximates. Delivery by teXXmo will be carried out under reserve that teXXmo herself will be supplied correct and in time and is not responsible for the lack of availability of merchandise. Buyer can only claim damages by reason of default if delay is due to gross negligence or intention or in case of slight negligence to breach of material duties. If non-observance of a deadline is due to reasons for which teXXmo is not responsible the term shall be extended correspondingly. However, both parties can withdraw from a contract entirely or partially on a delay of more than six (6) months. Further claims of both parties are excluded.

teXXmo shall have the right to make partial deliveries. If the customer cancels a delivery order with teXXmo's consent, then teXXmo may demand as damages without further proof 15% of the basic price for the respective products. Buyer has the right to provide evidence for a minor damage than claimed by teXXmo.

Buyer can only claim the right of retention for counterclaims based on the same contract. Each order will be considered as one separate contract. A set-off against teXXmo claims is only possible with undisputed claims or legally binding title.

## § 5. Passing of Risk

Place of performance for deliveries shall be Böblingen. The risk will be transferred to the buyer on disposal of merchandise to the carrier.

## § 6. Reservation of title

teXXmo shall reserve title to the delivered products up to the complete payment of the purchase price and up to the fulfillment of all, also future (balance) claims. Pledgings or transfer of property as security are not permitted. Until acquisition of ownership of the products delivered by teXXmo the buyer shall keep the products as is and shall be made responsible for all damages, changes or losses.

In case of third parties seizing the reserved goods, the customer shall point out the ownership of teXXmo and notify teXXmo without delay.

All necessary maintenance or inspection have to be maintained by the buyer on his own cost. During the period of reservation of title the buyer shall be responsible for adequate insurance against loss or damages.

The customer now assigns to teXXmo as security any and all claims which are due to him from the resale and from the insurance. teXXmo accepts this assignment and declares re-assignment to buyer on condition that this will be effective as soon as retention of title is forfeited.

## § 7. Warranty

teXXmo warranty shall be carried out within the scope of the warranty regulations of respective manufacturers of delivered products. teXXmo undertakes to remedy defects in services as well as repair or exchange defective products at its option. teXXmo acquires ownership of exchanged items without compensation to buyer. On occurrence of apparent defects buyer shall notify teXXmo promptly, within 14 days at the latest, otherwise warranty claims may be revoked.

If the remedy of defects has failed two times the buyer is entitled to rescind the agreement free of cost or to demand reduction of the purchase price respectively the compensation. If buyer chooses to rescind from the agreement no additional claim for damages will apply. For insubstantial defects replacement or rescindment of the agreement are excluded.

Any warranty obligation shall be deemed null and void if a potential defect is due to modification of products without teXXmo's consent, inexpert use or repair or products not having been installed, operated and maintained in accordance with the teXXmo and/or manufacturer rules by a customer or a third party.

As condition of the goods only the product description of the manufacturer is considered to be agreed on.

Unless otherwise agreed or legally required, the warranty period shall be 12 months from the date of delivery (3 months for batteries). Relevant is the date of the packing list. For repairs and replacement parts, it shall be 6 months unless the remain of the original warranty period exceeds the 6 months.

## § 8. Liability

teXXmo shall be fully liable for damages caused with intent or with gross negligence as well as in cases of culpable breach of material duties. In such cases indemnification shall be limited to typical and foreseeable damages. teXXmo shall not be liable for data recovery unless teXXmo has caused the loss by gross negligence or intent and buyer made sure that such data could be recovered electronically at fungible efforts. Otherwise teXXmo's liability shall be void which is also applicable for teXXmo's employees or auxiliary persons. Any damage claims shall prescribe within a period of 12 months from the date of delivery. Relevant is the date of the packing list.

## § 9. Use of Software

With respect to teXXmo -software, third party-software (software which was developed by a software-supplier which is independent of teXXmo) and the respective pertinent documentation, its amendments and other documents, the customer is granted a non-exclusive and non-transferable right to use for personal or business use on one computer system. All other rights to the software and the documentation, including copies thereof, and subsequent amendments shall remain with teXXmo respectively the software-supplier. Sublicensing is not permitted.

The buyer must ensure that the software and documentation is not made available to third parties without teXXmo's /software supplier's prior written consent. Copies may in principle only be made according to legal provisions and teXXmo's /software-supplier's regulations. The making available of source codes needs a special written agreement.

Unless otherwise agreed, the right to use shall be deemed to have been granted with confirmation of the order and delivery of the software, documentation and subsequent amendments/up-grades.

## § 10. Industrial Property Rights

The buyer must ensure strict observation of license, copyright and patent rights including employees as well as third parties and auxiliary persons.

## § 11. Export regulations

In case of (re-)export of the products, the customer shall comply with the respective German and US-regulations and notify his customers that in case of (re-)export German and US export respectively import regulations shall apply.

## § 12. Partial Invalidity

The remainder of these Business Terms and Conditions shall remain valid in case of a potential invalidity of individual provisions. Both parties agree to replace such invalid provision by an effective provision which comes as close as possible in economic effect to the original intention of the parties.